

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGIONS 13 AND 20**

NEXEO SOLUTIONS, LLC

and

**TRUCK DRIVERS, OIL DRIVERS,
FILLING STATION AND PLATFORM
WORKERS' UNION, LOCAL NO. 705, AN
AFFILIATE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

**CASES 13-CA-46694
13-CA-62072
20-CA-35519**

and

**BROTHERHOOD OF TEAMSTERS AND
AUTO TRUCK DRIVERS, LOCAL NO. 70
OF ALAMEDA COUNTY, AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

**COUNSEL FOR THE ACTING GENERAL COUNSEL'S
MOTION TO EXCEED PAGE LIMITATION**

Pursuant to Section 102.46(j) of the Board's Rules and Regulations, Series 8, as amended, Counsel for the Acting General Counsel ("GC") hereby moves for permission to exceed the 50-page limitation placed on briefs in support of exceptions to an ALJ's decision. As will be shown, there is good cause to exceed the limitation and allow the filing of a brief in support of exceptions not to exceed 100 pages.

Pursuant to an Order dated February 3, 2012, Cases 13-CA-46694 and 13-CA-62072 were consolidated with Case 20-CA-35519 for purpose of hearing. Exhibit A. The Regions had each issued complaint alleging, in part, that Respondent Nexeo Solutions, LLC, was a perfectly clear successor to predecessor employer Ashland, Inc. See Exhibits B, C, D and E. In large part, consolidation was ordered due to the fact that the complaint allegations concerned the same

successor and predecessor, and the same business transaction. However, the allegations also concerned different bargaining units at different facilities, with many different actors.

Five total days of hearing ensued—three in Chicago in April, and two in San Francisco in May—resulting in over 1000 pages of transcript and the admission of approximately 150 exhibits. Following the portion of the hearing conducted in San Francisco, Regions 13 and 20 submitted a consolidated brief to the ALJ consisting of 107 pages of substantive text (i.e., exclusive of the subject index and table of cases). Although the Regions shared one theory regarding the legal import of the terms of the agreement that governed the business purchase at issue, the Regions advanced alternative theories relating to the perfectly clear allegations specific to their own facts and circumstances. The alternative theories, in particular, are fact intensive, requiring consideration of communications made to employees over several months.

In his August 30, 2012, Decision, Judge Kokol rejected all theories advanced by the GC in support of the perfectly clear allegations. The GC plans to file exceptions as to all of the perfectly clear theories rejected by Judge Kokol. The GC anticipates that its exceptions will exceed 30 in number, and will concern both issues of fact and law.

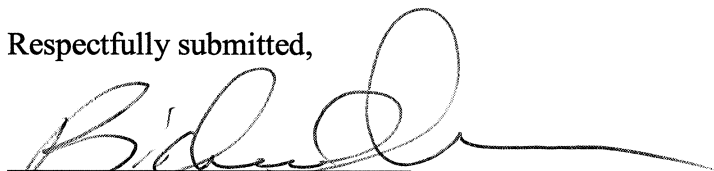
Because the GC is advancing one unified theory on the perfectly clear question while simultaneously proffering alternative theories specific to the facts particular to each of the impacted units, it is as if the GC is arguing three cases in total. Certainly, the necessity of setting forth the facts and circumstances particular to the two individual units is much like briefing two separate cases.¹ The GC is of the view that it is impracticable to craft a coherent and helpful brief within the 50-page limitation set forth in Rule 102.46(j).

¹ This is particularly true where, as here, the GC will be excepting in part to the ALJ's failure to set forth or consider a good many facts pertinent to the perfectly clear inquiry.

Based on the foregoing, the GC avers that there is good cause for granting the GC permission to exceed the 50-page limitation set forth in Rule 102.46(j). Specifically, there is good cause to grant the GC's request to file a brief in support of exceptions not to exceed 100 pages.

Dated at San Francisco, California, this 5th day of October 2012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard J. McPalmer', with a long horizontal flourish extending to the right.

Richard J. McPalmer
Counsel for the Acting General Counsel
National Labor Relations Board
Region 20
901 Market Street, Suite 400
San Francisco, CA 94103

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NEXEO SOLUTIONS, LLC

and

TRUCK DRIVERS, OIL DRIVERS, FILLING STATION AND
PLATFORM WORKERS' UNION, LOCAL NO. 705, AN AFFILIATE
OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK
DRIVERS, LOCAL NO. 70 OF ALAMEDA COUNTY,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

Cases 13-CA-46694
13-CA-62072
20-CA-35519

DATE OF MAILING October 5, 2012

AFFIDAVIT OF SERVICE OF COUNSEL FOR THE ACTING GENERAL COUNSEL'S MOTION TO
EXCEED PAGE LIMITATION

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by electronic mail upon the following persons, addressed to them at the following addresses:

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Subscribed and sworn to before me on

October 5, 2012

DESIGNATED AGENT

Jessie Louie
NATIONAL LABOR RELATIONS BOARD

EXHIBIT A

ORIGINAL

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

NEXEO SOLUTIONS, LLC

and

**TRUCK DRIVERS, OIL DRIVERS, FILLING
STATION AND PLATFORM WORKERS'
UNION, LOCAL NO. 705, AN AFFILIATE OF
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

**CASES 13-CA-46694
13-CA-62072
20-CA-35519**

and

**BROTHERHOOD OF TEAMSTERS AND
AUTO TRUCK DRIVERS, LOCAL NO. 70 OF
ALAMEDA COUNTY, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

**ORDER FURTHER CONSOLIDATING CASES AND
RESCHEDULING HEARINGS**

Upon charges filed in Cases 13-CA-46694 and 13-CA-62072 by Truck Drivers, Oil Drivers, Filling Station and Platform Workers' Union, Local No. 705, an Affiliate of the International Brotherhood of Teamsters, herein called Charging Party Local 705, a Order Consolidating Cases, Consolidated Amended Complaint, and Notice of Hearing issued on November 30, 2011 against Nexeo Solutions, herein called Respondent, alleging that Respondent has engaged in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151 et seq., herein called the Act.

Upon a charge filed in Case 20-CA-35519 by Brotherhood of Teamsters and Auto Truck Drivers, Local No. 70 of Alameda County, Affiliated with the International Brotherhood of Teamsters, herein called Charging Party Local 70, a Complaint and Notice of Hearing issued on

November 30, 2011 against Respondent alleging that Respondent has engaged in further unfair labor practices as set forth in the Act.


Based thereon, and in order to avoid unnecessary costs or delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, ORDERS that these cases are consolidated.

NOTICE OF HEARING

The hearings in these cases were previously postponed indefinitely, and they are hereby rescheduled as follows:

PLEASE TAKE NOTICE THAT on **April 2, 11:00 a.m. at 209 South LaSalle Street, Suite 900, Chicago, Illinois**, and on consecutive days thereafter until concluded in Cases 13-CA-46694 and 13-CA-62072, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. On **April 30, 9:00 a.m. at 901 Market Street, Suite 400, San Francisco, California**, and on consecutive days thereafter until concluded a hearing will be conducted in Case 20-CA-35519 before an administrative law judge of the National Labor Relations Board. At the hearings, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Chicago, Illinois, this 3rd of February 2012.



Gail Moran, Acting Regional Director
National Labor Relations Board
Region 13
209 South LaSalle Street, Suite 900
Chicago, Illinois 60604

EXHIBIT B

ORIGINAL

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

NEXEO SOLUTIONS, LLC

And

Cases 13-CA-46694
13-CA-62072

TRUCK DRIVERS, OIL DRIVERS, FILLING
STATION AND PLATFORM WORKERS'
UNION, LOCAL NO. 705, AN AFFILIATE OF
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

**ORDER CONSOLIDATING CASES, CONSOLIDATED AMENDED COMPLAINT
AND NOTICE OF HEARING**

Upon a charge filed on August 3, 2011, by Truck Drivers, Oil Drivers, Filling Station and Platform Workers' Union, Local No. 705, an Affiliate of the International Brotherhood of Teamsters, herein called the Union, a Complaint and Notice of Hearing issued on October 17, 2011, against Nexeo Solutions, LLC, herein called Respondent, and the Union in Case 13-CA-62072, has charged that Nexeo Solutions, LLC, herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151 et seq. Based thereon, and in order to avoid unnecessary costs or delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board **ORDERS** that these cases are consolidated.

These cases having been consolidated, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing and alleges as follows:

I

(a) The charge in Case 13-CA-46694 was filed by the Union on April 7, 2011, and a copy was served by regular mail on Respondent on the same date.

(b) The charge in Case 13-CA-62072 was filed by the Union on August 3, 2011, and a copy was served by regular mail on Respondent on August 4, 2011.

II

G.C. Exh. 1(h)

(a) At all material times, Respondent, a corporation with an office and place of business in Willow Springs, Illinois, has been engaged in the business of connecting producers and customers of chemicals, plastics, composites and environmental services.

(b) Based on a projection of its operations since on or about April 1, 2011, at which time Respondent commenced its operations, Respondent, in conducting its business operations described above in paragraph II(a), will annually purchase and receive at its Willow Springs, Illinois facility goods directly from points outside the State of Illinois and from other enterprises located within the State of Illinois each of which other enterprises had received these goods directly from points outside the State of Illinois valued in excess of \$50,000.

(c) Based on a projection of its operations since on or about April 1, 2011, at which time Respondent commenced its operations, Respondent will annually perform services valued in excess of \$50,000 in States other than the State of Illinois.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

III

(a) About November 5, 2010, Respondent, formerly known as TPG Accolade LLC, entered into a purchase agreement with Ashland Inc., herein called Ashland, whereby Respondent agreed to purchase Ashland's assets and continue to operate its distribution business in basically unchanged form, including its Willow Springs, Illinois facility.

(b) About April 1, 2011, Respondent finalized its purchase of Ashland's assets, including its Willow Springs, Illinois facility and since then has continued to operate the business of Ashland in basically unchanged form, and has employed as a majority of its employees individuals who were previously employees of Ashland.

(c) Based on the operations described above in paragraphs III (a) and (b), Respondent has continued to be the employing entity of Ashland's employees and is a successor to Ashland.

IV

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

V

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

John Hollinshead Consultant

Brian Brockson	Ashland's Logistics Director/ Respondent's Vice-President of Operations
Paul Fusco	Ashland's Human Resources Business Partner/ Respondent's Human Resources Business Partner Senior
Tony Kuk	Ashland's Plant Manager/ Respondent's Plant Member
Pat Cassidy	Ashland's Regional Logistics Manager/ Respondent's Transition Team Member
Kevin Myers	Ashland's Human Resources Representative

VI

(a) The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time drivers employed by Respondent at its Willow Springs, Illinois facility; but excluding guards and supervisors as defined in the Act.

(b) About 2002, a majority of the Unit employed by Ashland Distribution Company, designated and selected the Union as their representative for the purposes of collective-bargaining. This designation was embodied in a series of collective-bargaining agreements, the most recent of which was effective November 1, 2006 to October 31, 2010.

(c) Since about April 1, 2011, based on the facts described above in paragraphs III (b) and (c), the Union continued to be the designated exclusive collective-bargaining representative of the Unit.

(d) From about 2002 to about April 1, 2011, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Ashland.

(e) At all times since about April 1, 2011, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

VII

(a) On about April 1, 2011, Respondent unilaterally ceased making contractually required contributions to the Union's Health and Welfare fund and moved its employees to the company's health insurance plan.

(b) On about April 1, 2011, Respondent unilaterally ceased making contractually required contributions to the Union's Pension Trust fund and moved its employees to the company's 401(k) plan.

(c) On about April 1, 2011, Respondent unilaterally eliminated its daily guarantee of 8 hours pay to employees for each work day and its weekly guarantee of 40 hours pay to employees for each work week.

(d) On about April 1, 2011, Respondent unilaterally changed the overtime policy by eliminating overtime pay for working more than 8 hours per day and instead requiring employees to work more than 40 hours per week in order to receive overtime pay.

(e) On about April 1, 2011, Respondent unilaterally reduced employees' vacation pay from 50 hours to 40 hours for each week of vacation taken.

(f) The subjects set forth above in paragraphs VII(a)-(e) relate to the wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purpose of collective bargaining.

(g) Respondent engaged in the conduct described above in paragraphs VII(a)-(e) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

VIII

(a) Since at least April 1, 2011, and continuing thereafter, the Union, by Neil Messino, has requested that Respondent furnish the Union with the following information:

- (i) Summary Plan Description for Respondent's health insurance plans covering unit employees.
- (ii) Summary Plan Description for Respondent's 401(k) plan covering unit employees.

(b) Since May 25, 2011, the Union, by Neil Messino, has requested that Respondent furnish the Union with the Plan Document for the 401(k) plan covering unit employees.

(c) The information requested by the Union, as described above in paragraph VIII(a)-(b) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective bargaining representative of the Unit.

(d) Since about April 1, 2011, Respondent, by John Hollinshead, has failed to furnish the Union with the requested Summary Plan Description for Respondent's health insurance plans covering unit employees.

(e) Respondent has failed to bargain in good faith with the Union by its delay in furnishing to the Union the requested Summary Plan Description for Respondent's 401(k) plan covering unit employees until July 15, 2011.

(f) Respondent has failed to bargain in good faith with the Union by its delay in furnishing to the Union the requested Plan Document for Respondent's 401(k) plan covering unit employees until August 11, 2011.

IX

By the conduct described above in paragraphs VII and VIII, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act, and affecting commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraph VII(a) – (e) the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no violation. Further, that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when reimbursement for monies constituting backpay is paid, it will be allocated to the appropriate calendar quarters.

As part of the remedy for the unfair labor practices alleged above in paragraphs VII (a) and (b) the Acting General Counsel seeks an order requiring Respondent to resume making contractually required contributions to the Union's Health and Welfare fund and the Union's Pension Trust fund and make whole those funds by paying to those funds the monies that were not paid as a result of Respondent's conduct. The Acting General Counsel seeks other relief as may be appropriate to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

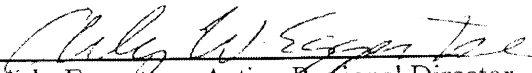
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations; it must file an answer to the complaint. The answer must be **received by this office on or before December 14, 2011, or postmarked on or before December 13, 2011.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties. An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, and then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. A failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. When an answer is filed electronically, an original and four paper copies must be sent to this office so that it is received no later than three business days after the date of electronic filing. Service of the answer on each

of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Monday, January 23, 2012 at 11:00 a.m.**, at **209 South LaSalle Street, Suite 900, Chicago, Illinois**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Chicago, Illinois, this 30th day of November, 2011.


Arly Eggertsen, Acting Regional Director
National Labor Relations Board
Region 13
209 South LaSalle Street, 9th Floor
Chicago, IL 60604

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case: 13-CA-46694
13-CA-62072

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).

(2) Grounds must be set forth in **detail**;

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; **and**

(5) Copies must be simultaneously served on all other parties (*listed below*), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

ANTHONY KUK, PLANT MANAGER
NEXEO SOLUTIONS, LLC F/K/A TPG ACCOLADE, LLC
8500 WILLOW SPRINGS RD
WILLOW SPRINGS, IL 60480-1223

NEIL MESSINO
IBT LOCAL 705
1645 W JACKSON BLVD
CHICAGO, IL 60612-3227

DAVID A. KADELA, ESQ., ATTORNEY
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N. ELIZABETH REYNOLDS, ESQ.
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230 W MONROE ST
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CHICAGO, IL 60606-4703

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

(OVER)

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

EXHIBIT C

ORIGINAL

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

NEXEO SOLUTIONS, LLC

and

Cases 13-CA-46694
13-CA-62072

TRUCK DRIVERS, OIL DRIVERS, FILLING
STATION AND PLATFORM WORKERS'
UNION, LOCAL NO. 705, AN AFFILIATE OF
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

FIRST AMENDMENT TO CONSOLIDATED AMENDED COMPLAINT

An Order Consolidating Cases, Consolidated Amended Complaint and Notice of Hearing having issued in the above-captioned matter, on November 30, 2011, the Acting General Counsel for the National Labor Relations Board, by the undersigned Regional Director for Region 13, pursuant to Section 10(b) of the Act and Section 102.17 of the Board's Rules and Regulations, hereby amends the following paragraphs of the Consolidated Amended Complaint as follows:

PARAGRAPH III(c): Based on the operations described above in paragraphs III(a) and (b), Respondent has continued to be the employing entity of Ashland's employees and is a "perfectly clear" successor to Ashland.

PARAGRAPH VII(a): On about April 1, 2011, Respondent unilaterally ceased making contributions to the Union's Health and Welfare fund and moved its employees to Respondent's health insurance plan.

PARAGRAPH VII(b): On about April 1, 2011, Respondent unilaterally ceased making contributions to the Union's Pension Trust fund and moved its employees to Respondent's 401(k) plan.

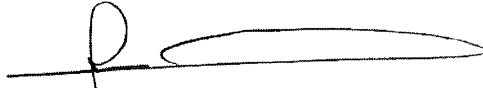
PARAGRAPH VIII(d): Respondent has failed to bargain in good faith with the Union by its delay in furnishing to the Union the requested Summary Plan Description for Respondent's health insurance plans covering unit employees until October 19, 2011.

G.C. Exh. 1(o)

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before March 21, 2012, or postmarked on or before March 20, 2012.**

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties. An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. A failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. When an answer is filed electronically, an original and four paper copies must be sent to this office so that it is received no later than three business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Dated at Chicago, Illinois, this 7th day of March 2012.



Peter Sung Ohr, Regional Director
National Labor Relations Board
Region 13
209 South LaSalle Street, 9th Floor
Chicago, IL 60604

EXHIBIT D

IMPORTANT NOTICE

The date which has been set for hearing in this matter should be checked immediately. If there is proper cause for not proceeding with the hearing date, a motion to change the date of hearing should be made within 14 days from the service of the Complaint. Thereafter, it will be assumed that the scheduled hearing date has been agreed upon and that all parties will be prepared to proceed to the hearing on that date. Later motions to reschedule the hearing generally will not be granted in the absence of a proper showing of unanticipated and uncontrollable intervening circumstances.

All parties are encouraged to fully explore the possibilities of settlement. Early settlement agreements prior to extensive and costly trial preparation may result in substantial savings of time, money and personnel resources for all parties. The Board Agent assigned to this case will be happy to discuss settlement at any mutually convenient time.





Joseph F. Frankl
Regional Director

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20

NEXEO SOLUTIONS, LLC

Case 20-CA-35519

and

BROTHERHOOD OF TEAMSTERS
AND AUTO TRUCK DRIVERS,
LOCAL NO. 70 OF ALAMEDA
COUNTY, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

COMPLAINT AND NOTICE OF HEARING

The Brotherhood of Teamsters and Auto Truck Drivers, Local No. 70 of Alameda County, Affiliated with the International Brotherhood of Teamsters, herein called the Union, has charged in Case 20-CA-35519 that Nexeo Solutions, LLC, herein called Respondent, has been engaging in unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 29 U.S.C., Sec. 151, et seq., herein called the Act. Based thereon, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Complaint and Notice of Hearing and alleges as follows:

1. The charge in Case 20-CA-35519 was filed by the Union on April 8, 2011, and a copy was served on Respondent by first-class mail on April 11, 2011.
2. (a) At all material times until April 1, 2011, Ashland Distribution Co., a Subsidiary of Ashland, Inc., herein called Ashland, a corporation with an office and

place of business in Fairfield, California, was engaged in the business of connecting producers and customers of chemicals, plastics, composites and environmental services.

(b) About November 5, 2010, Respondent, formerly known as TPG Accolade LLC, entered into a purchase agreement with Ashland, Inc., whereby Respondent agreed to purchase Ashland's assets and to continue to operate the Ashland distribution business in basically unchanged form, including its Fairfield, California facility.

(c) About April 1, 2011, Respondent finalized its purchase of Ashland's assets, including its Fairfield, California facility, and since then has continued to operate the Ashland distribution business in basically unchanged form and has employed as a majority of its employees employed at the Fairfield, California facility individuals who were previously employees of Ashland at the Fairfield, California facility.

(d) Based on the operations described above in subparagraphs 2(a) through (c), Respondent has continued to be the employing entity of Ashland's employees and is a successor to Ashland.

(e) Based on a projection of its operations since on or about April 1, 2011, at which time Respondent commenced its operations, Respondent, in conducting its business operations described above in subparagraph 2(a) through (c), will annually purchase and receive at its Fairfield, California facility goods valued in excess of \$50,000 directly from points outside the State of California and from other enterprises located within the State of California, each of which other enterprises will have received these good directly from points outside the State of California.

(f) Based on a projection of its operations since on or about April 1, 2011, at which time Respondent commenced its operations, Respondent, in conducting its business operations described above in subparagraph 2(a) through (c), will annually perform services valued in excess of \$50,000 in States other than the State of California.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

John Hollinshead	--	Consultant
Bob Craycraft	--	Ashland's President and CEO
David Bradley	--	Respondent's President and CEO
Brian Brockson	--	Ashland's Logistics Director Respondent's Vice-President of Operations
Paul Fusco	--	Ashland's Human Resources Business Partner— Senior Respondent's Human Resources Business Partner— Senior
Jack Brewer	--	Ashland's Regional Logistics Manager Respondent's Regional Logistics Manager
John Kirchner	--	Ashland's Director of Marketing Respondent's Director of Marketing
Mark Lilly	--	Respondent's Plant Supervisor

6. (a) The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Warehouse leads, drivers, drivers/material handlers and material handlers employed by the Employer at its plant located at 2461 Crocker Circle and its leased warehouse space located at 2200 Huntington Road, Suite A in Fairfield, California; but excluding all other employees, including all sales personnel, office clerical employees, professional employees, technical employees, guards and supervisors, as defined in or under the National Labor Relations Act.

(b) From an unknown date in about 1997 until about April 1, 2011, the Union was the exclusive collective-bargaining representative of the Unit employed by Ashland and, during that time, the Union was recognized as the representative of the Unit by Ashland. This recognition was embodied in successive collective-bargaining agreements, the most recent of which was effective from December 1, 2008, through November 30, 2013.

(c) Since about April 1, 2011, based on the facts described above in subparagraphs 2(b) through (d), the Union continued to be the designated exclusive collective-bargaining representative of the Unit.

(d) From about 1997 to about April 1, 2011, based on Section 9(a) of the Act, the Union was the exclusive collective-bargaining representative of the Unit employed by Ashland.

(e) At all times since about April 1, 2011, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

7. (a) On about April 1, 2011, Respondent ceased making contractually required contributions to the Union's Health and Welfare fund and moved its employees to the company's health insurance plan.

(b) On about April 1, 2011, Respondent ceased making contractually required contributions to the Union's Pension Trust fund and moved its employees to the company's 401(k) plan.

(c) On about April 4, 2011, Respondent abandoned the practice of using seniority to assign driving routes.

(d) On about April 4, 2011, Respondent abandoned the practice of using seniority to allocate unpaid lay-off days.

(e) The subjects set forth above in subparagraphs 7(a)-(d) relate to the wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purpose of collective bargaining.

(f) Respondent engaged in the conduct described above in subparagraphs 7(a) and (b) without bargaining with the Union to a good faith impasse.

(g) Respondent engaged in the conduct described above in subparagraphs 7(c) and (d) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

8. By the conduct described above in paragraph 7, Respondent has failed to bargain collectively and in good faith with the exclusive-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 7 and 8, the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no violation.

FURTHER, the Acting General Counsel seeks an order requiring Respondent to submit the appropriate documentation to the Social Security Administration so that when reimbursement for monies constituting backpay is paid, it will be allocated to the appropriate calendar quarters.

FURTHER, as part of the remedy for the unfair labor practices alleged above in subparagraphs 7(a) and (b), the Acting General Counsel seeks an order requiring Respondent to resume making contractually required contributions to the Union's Health and Welfare fund and the Union's Pension Trust fund and make whole those funds by paying to those funds the monies that were not paid as a result of Respondent's conduct.

The Acting General Counsel seeks other relief as may be appropriate to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

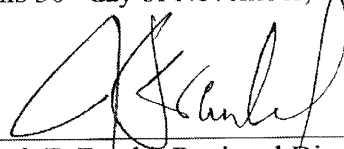
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint. The answer must be **received by this office on or before December 14, 2011, or postmarked on or before December 13, 2011.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on 13th day of February, 2012, at 9:00 a.m. in the E.V.S. Robbins Courtroom 306 third floor, National Labor Relations Board, 901 Market Street, San Francisco, California, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED AT San Francisco, California, this 30th day of November, 2011.



Joseph F. Frankl, Regional Director
National Labor Relations Board
Region 20
901 Market Street, Suite 400
San Francisco, California 94103-1735

SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE THE NATIONAL LABOR RELATIONS BOARD IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

(OVER)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Case 20-CA-35519

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds thereafter must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; ***and***
- (5) Copies must be simultaneously served on all other parties (***listed below***), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Paul Fusco
Nexeo Solutions
2461 Crocker Circle
Fairfield, CA 94533-6515
Phone: 707-437-4000

David A. Kadela, Esq.
1601 Cherry Street, Ste 1400
Philadelphia, PA 19102-1721
Phone: 614-463-4211
Fax: 614-221-3301

Teamsters Local 70
400 Roland Way
Oakland, CA 94621-2012

David A. Rosenfeld, Esq.
Weinberg Roger & Rosenfeld
1001 Marina Village Parkway, Suite 200
Alameda, CA 94501
Phone: 510-337-1001
Fax: 510-337-1023

EXHIBIT E

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20

NEXEO SOLUTIONS, LLC

and

Case: 20-CA-35519
(Consolidated with
13-CA-46694 & 62072)

BROTHERHOOD OF TEAMSTERS
AND AUTO TRUCK DRIVERS,
LOCAL NO. 70 OF ALAMEDA
COUNTY, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

AMENDMENT TO COMPLAINT

A Complaint and Notice of Hearing having issued on November 30, 2011,
IT IS ORDERED, pursuant to Section 102.17 of the Board's Rules and Regulations that
the above-referenced Complaint is amended in the following respects:

PARAGRAPH 2(d): Based on the operations described above in subparagraphs
2(a) through (c), Respondent has continued to be the employing entity of Ashland's
employees and is a "perfectly clear" successor to Ashland or, in the alternative, is a
successor to Ashland.

PARAGRAPH 5: At all material times, the following individuals held the
positions set forth opposite their respective names and have been supervisors of
Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent
within the meaning of Section 2(13) of the Act:

John Hollinshead -- Consultant

1(cc)

Bob Craycraft	--	Ashland's President and CEO
David Bradley	--	Respondent's President and CEO
Brian Brockson	--	Ashland's Logistics Director Respondent's Vice-President of Operations
Paul Fusco	--	Ashland's Human Resources Business Partner— Senior Respondent's Human Resources Business Partner— Senior
Jack Brewer	--	Ashland's Regional Logistics Manager Respondent's Regional Logistics Manager
John Kirchner	--	Ashland's Director of Marketing Respondent's Director of Marketing
Mark Lilly	--	Ashland's Plant Supervisor (Fairfield, CA) Respondent's Plant Supervisor (Fairfield, CA)
Sharon Hartman	--	Ashland's Plant Manager (Fairfield, CA) Respondent's Plant Manager (Fairfield, CA)

PARAGRAPH 7(a): On about April 1, 2011, Respondent moved its employees from the health and dental insurance plans in place under Ashland to Respondent's own health and dental insurance plans.

PARAGRAPH 7(b): On about April 1, 2011, Respondent ceased making contractually required contributions to the Union's Pension Trust fund and moved its employees to Respondent's 401(k) plan.

THE PRAYED-FOR REMEDY: WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 7 and 8, the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no violation.

FURTHER, the Acting General Counsel seeks an order requiring Respondent to submit the appropriate documentation to the Social Security Administration so that when reimbursement for monies constituting backpay is paid, it will be allocated to the appropriate calendar quarters.

FURTHER, as part of the remedy for the unfair labor practices alleged above in subparagraphs 7(a) and (b), the Acting General Counsel seeks an order requiring Respondent to restore the health and dental insurance benefits available under Ashland, to resume making contractually required contributions to the Union's Pension Trust fund, and to make whole those employees and funds negatively impacted as a result of Respondent's conduct.

The Acting General Counsel seeks other relief as may be appropriate to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

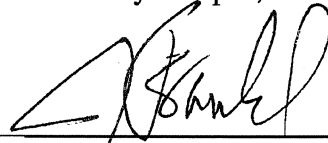
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Amendment to Complaint. The answer must be **received by this office on or before April 24, 2012, or postmarked on or before April 23, 2012.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially

determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Amendment to Complaint are true.

DATED AT San Francisco, California, this 10th day of April, 2012.



Joseph F. Frankl, Regional Director
National Labor Relations Board
Region 20
901 Market Street, Suite 400
San Francisco, California 94103-1735